



REGULAR
CITY COMMISSION MEETING
CITY OF MIRAMAR

U A G E N D A U

Wednesday
February 2, 2011
7 p.m.

ELECTED OFFICIALS

Mayor Lori C. Moseley
Commissioner Winston F. Barnes
Commissioner Alexandra P. Davis
Commissioner Yvonne Garth
Commissioner Troy R. Samuels

CITY OF MIRAMAR
WELCOME TO YOUR CITY COMMISSION MEETING

We are pleased that you have demonstrated an interest in the City of Miramar by attending a City Commission meeting. We hope you will attend more of these meetings in the future.

GENERAL INFORMATION: The City of Miramar is a municipality chartered by the State of Florida operating under the "City Council - City Manager Plan." The City Commission is comprised of four members and the Mayor selected by the residents of Miramar to serve as the City's governing body. It is responsible for adopting policies of the City, passing ordinances, adopting resolutions and approving budgets. A City Manager is appointed by the City Commission to serve as the administrative head of the municipal government and provides recommendations to the City Commission on policy issues.

The City Commission meeting is a formal meeting of the members of the commission to transact City business. This business is conducted in a manner prescribed by resolution, laws and regulations which require certain formal actions and the following of specific procedures.

The **AGENDA** is a printed document that lists the order of business for the Commission meeting. The public is encouraged to contact the Mayor or any City Commissioner prior to a Commission meeting to express their views on items appearing on the Agenda.

* All beepers, cell phones and other electronic devices must be turned off prior to entering the Commission Chambers.

The City Commission may consider and act upon such other business as may come before it in the event this agenda must be revised, such revised copies will be available to the public at the City Commission meeting.

GENERAL RULES AND PROCEDURES FOR PUBLIC PARTICIPATION AT CITY COMMISSION MEETINGS:

Who May Speak - Any individual who wishes to address the City Commission may do so providing it is accomplished in an orderly manner and in accordance with the procedures outlined below.

1. **Speaking on items on the Agenda - Public Hearings and Regular Business** - Individuals wishing to speak on matters that appear on the Agenda as "Public Hearings" or "Regular Business" need only to raise their hand to be recognized by the Mayor. Discussion at Special Meetings is limited to the items referred to on the Agenda for such Special Meetings.
2. **Other Business Items** - These are items placed on the Agenda by the Mayor or a Commissioner and either are requests for the preparation of future legislation or are requests for possible direction to the Administration.
3. **Speaking on items not on the Agenda - Public Discussion** - Any individual may speak on any subject pertinent to the City at the second regularly scheduled meeting of each month. Individuals must sign in with the City Clerk prior to the meeting. The Mayor will recognize those persons who signed in, under the agenda item "Public Discussion."
4. **Addressing Commission, Manner & Time** - Public discussion during all items is limited to three minutes maximum per person, however, the Mayor at his/her discretion may allow more time. Each person who addresses the Commission shall step up to the speaker's podium and shall give his/her name and address.

The above represents a summarization of the Commission Procedures Resolution. Copies of this resolution are available from the City Clerk's office. Any person requiring auxiliary aids and services at this meeting may call the City Clerk's Office at 954-602-3011 at least two calendar days prior to the meeting.

If a person decides to appeal any decision made by the City Commission with respect to any matter considered at such meeting or hearing, he/she will need a record of the proceedings and for such purpose may need to insure that a verbatim recording of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.



**CITY OF MIRAMAR
REGULAR COMMISSION MEETING
Wednesday, February 2, 2011**

CALL TO ORDER:

ROLL CALL/ANNOUNCEMENTS:

PLEDGE OF ALLEGIANCE:

PRESENTATIONS:

“Black History Month” Proclamation. *(Community Services Director Terrence Griffin)*

CONSENT AGENDA

Items listed under Consent Agenda are viewed to be routine and the recommendation will be enacted by one motion in the form listed below. If discussion is desired, the item(s) will be removed from the Consent Agenda and will be considered separately.

1. Minutes of the Regular City Commission Meeting of January 26, 2011 will be placed on the February 16, 2011 Commission Agenda.
2. Temp. Reso. #R4928 awarding **Public Bid No. IFB 10-012** for construction of the “**Miramar Athletic Park – Lighting Improvements**” to Imperial Electrical Inc.; approving and authorizing the City Manager to execute an agreement with Imperial Electrical, Inc. in an amount not-to-exceed \$220,985.00 including a construction contingency allowance of \$10,000.00. *(Operations System Manager Tony Rabbat)*

End of Consent

RESOLUTIONS

3. Temp. Reso. #R4929 approving an **extension** of the **Crossing Guards Services Agreement** with Kemp Group International Corporation through August 31, 2011, or the end of 2011 Summer School classes, whichever occurs first; declaring by a four-fifths (4/5) affirmative vote that the process of competitive bidding or competitive proposals for this extension is not in the best interest of the City. *(Acting Procurement Director Randy Cross)*
4. Temp. Reso. #R4779 approving the award of **Request for Proposal No. 10-02-08, "Collection Services"**, to Municipal Services Bureau to **provide collection services** to the City of Miramar to maximize the recovery of delinquent utility, emergency medical service debt, and other past due accounts. *(Assistant Finance Director Barbara Hastings)*

OTHER BUSINESS

5. **Reports and Comments:**

Commission Reports:

City Attorney Reports:

City Manager Reports:

- (a) Temp. Reso. #R4931 **supporting First Lady Michelle Obama's "Let's Move Cities and Towns" campaign** against childhood obesity. *(City Manager Robert A. Payton)*

- (b) Remote Office Space for Commissioners

ADJOURNMENT

THE NEXT REGULARLY SCHEDULED CITY COMMISSION MEETING IS:

February 16, 2011 at 7:00 P.M.

1.
CONSENT AGENDA
February 2, 2011
CITY OF MIRAMAR
PROPOSED CITY COMMISSION AGENDA ITEM

Minutes of the Regular City Commission Meeting of January 26, 2011

**Minutes of the Regular City Commission Meeting
of January 26, 2011 will be placed on the
February 16, 2011 Commission Agenda.**

THIS SPACE INTENTIONALLY LEFT BLANK.

2.
CONSENT AGENDA
February 2, 2011
CITY OF MIRAMAR
PROPOSED CITY COMMISSION AGENDA ITEM

Meeting Date: February 2, 2011

Second Reading Date: N/A

Presenter's Name and Title: Tony Rabbat, P.E., Operations System Manager

Temp Reso Number: 4928

Item Description: Temp. Reso. No. 4928, AWARDING PUBLIC BID NO. IFB 10-012 FOR CONSTRUCTION OF THE "MIRAMAR ATHLETIC PARK LIGHTING IMPROVEMENTS" TO IMPERIAL ELECTRICAL INC; APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH IMPERIAL ELECTRICAL INC. AN AMOUNT NOT -TO-EXCEED \$220,985.00, INCLUDING A CONSTRUCTION CONTINGENCY ALLOWANCE OF \$10,000.00. (TONY RABBAT, P.E., OPERATIONS SYSTEM MANAGER)

Consent ☒ Resolution ☐ Ordinance ☐ Quasi-Judicial ☐ Public Hearing ☐

Summary Explanation and Background: On October 10, 2010, the City advertised Public Bid No. IFB 10-012 in a newspaper of general circulation and on Demandstar. On December 7, 2010, the date of the scheduled bid opening, seven contractors submitted bids. City staff and the City's consultant, Norman F Bray, P.E., Inc., evaluated the bids and it was determined that Imperial Electrical Inc. was the lowest responsive and responsible bidder with a lump sum bid of \$220,985.00, including a contingency allowance of \$10,000.00, for construction of the Miramar Athletic Park Lighting Improvements. The scope of work includes replacing lighting fixtures and hardware from existing sports light poles and other designated areas with new energy efficient lighting fixtures, complete with wiring and conduit installation.

It is recommended that the City Commission award bid IFB10-012 to, and approve and authorize execution of an agreement with, Imperial Electrical Inc, the lowest responsive and responsible bidder, for the Miramar Athletic Park Lighting Improvements, in an amount not-to-exceed \$220,985.00, including a construction contingency allowance of \$10,000.00.

Instructions for the Office of the City Clerk: Please return the original executed package to the Engineering Services Department

Public Notice – As Required by Sec. _____ of the City Code and/or Sec. _____, Florida Statutes, public notice for this item was provided as follows: on _____, in a _____ ad in the _____; by posting the property on _____ and/or by sending mailed notice to property owners within _____ feet of the property on _____. (Fill in all that apply)

Special Voting Requirement – As required by Sec. _____, of the City Code and/or Sec. _____ Florida Statutes, approval of this item requires a _____ (unanimous 4/5ths etc. vote of the City Commission).

Fiscal Impact: Yes ☒ No ☐

REMARKS: Funds are available from CIP account no. 620-90-900-559-6502, entitled "Miramar Athletic Park Lighting Improvements Project".

Attachments: Exhibit "A" Construction Agreement

Exhibit "B" IFB 10-012 Bid Tabulation

Exhibit "C" Letter of Recommendation for Contract Award



**CITY OF MIRAMAR
INTEROFFICE MEMORANDUM**

TO: Robert A. Payton, City Manager

FROM: Luis Lopez, P.E., Director of Engineering Services

DATE: December 20, 2010

RE: Temp Reso. No. 4928, awarding Bid No. IFB 10-012 for the Construction of Miramar Athletic Park Lighting Improvements to Imperial Electrical Inc; authorizing the City Manager to execute an agreement with Imperial Electrical Inc. in an amount not-to-exceed \$220,985.00, including a construction contingency allowance of \$10,000.00.

RECOMMENDATION: Approval of Temp. Reso. No. 4928, awarding Bid No. IFB 10-012 for construction of Miramar Athletic Park Lighting Improvements and authorizing the City Manager to execute an agreement with Imperial Electrical Inc. in an amount not-to-exceed \$220,985.00, including a construction contingency allowance of \$10,000.00, for the Miramar Athletic Park-Lighting Improvements Project.

ISSUE: City Commission approval is required to award Bid No. IFB 10-012 and to authorize execution of an agreement providing for the expenditure of an amount exceeding the \$50,000.00 limit.

BACKGROUND: The Miramar Athletic Park is located at 6200 SW 33rd Street. The six acre park consists of several athletic fields, each equipped with a sports lighting system. The existing sports lighting system has deteriorated and replacement with an energy efficient lighting system meeting correct codes and standards is recommended.

On June 16, 2010, the City Commission approved Resolution 10-162 to amend the 2008-2009 fiscal year Community Development Block Grant Program Action Plans. The amendment reallocated a total of \$238,866.00 from the Residential Utility Connection and Public Park Neighborhood Improvement activities to the Public Improvement/Energy Efficient Lighting Project at Miramar Athletic Park. The electrical consulting firm of Norman F. Bray, P.E., Inc. performed the design

for the sports lighting system improvements at the Miramar Athletic Park. The project scope includes replacing lighting fixtures and hardware from existing sports light poles and other designated areas with new energy efficient lighting fixtures, complete with wiring and conduit installation.

On October 10, 2010, the City advertised Invitation for Bid No. IFB 10-012, entitled "Miramar Athletic Park-Lighting Improvements". On December 7, 2010, the seven bids received were opened. Upon evaluation, it was determined that Imperial Electrical Inc. had submitted the lowest responsive and responsible bid for a total price of \$220,985.00, including a construction contingency allowance of \$10,000.00.

The Director of Engineering Services recommends that the City Commission award Bid No. IFB 10-012 to Imperial Electrical Inc., and authorize the City Manager to execute an agreement with Imperial Electrical Inc., utilizing CIP Account. No. 620-90-900-559-6502, entitled "Miramar Athletic Park-Lighting Improvements", in an amount not-to-exceed \$220,985.00, including a construction contingency allowance of \$10,000.00, for the Miramar Athletic Park-Lighting Improvements Project.

Temp. Reso. No. 4928
12/20/10
1/26/11

**CITY OF MIRAMAR
MIRAMAR, FLORIDA**

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA, AWARDED PUBLIC BID NO. IFB 10-012 FOR CONSTRUCTION OF THE "MIRAMAR ATHLETIC PARK LIGHTING IMPROVEMENTS" TO IMPERIAL ELECTRICAL INC; APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH IMPERIAL ELECTRICAL INC. AN AMOUNT NOT -TO-EXCEED \$220,985.00, INCLUDING A CONSTRUCTION CONTINGENCY ALLOWANCE OF \$10,000.00; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in an effort to promote and utilize energy efficient lighting systems throughout the City, the Miramar City Commission approved Resolution 10-162 on June 16, 2010, amending the 2008-2009 fiscal year Community Development Block Grant Program Action Plan; and

WHEREAS, the amendment reallocated a total of \$238,866.00 from the Residential Utility Connection and Public Park Neighborhood Improvement Activity to the Public Improvement/Energy Efficient Lighting Project at Miramar Athletic Park ; and

WHEREAS, the City advertised Public Bid No. IFB 10-012 for the Miramar Athletic Park-Lighting Improvement Project, and received seven responses; and

WHEREAS, bids received were opened on December 7, 2010, and it was determined that Imperial Electrical Inc. was the lowest responsive and responsible bidder for the Miramar Athletic Park Lighting Improvements for a total

Reso. No. _____

Temp. Reso. No. 4928
12/20/10
1/26/11

price of \$220,985.00, including a construction contingency allowance of \$10,000.00;
and

WHEREAS, funding has been appropriated in CIP Account. No. 620-90-900-559-6502, entitled "Miramar Athletic Park-Lighting Improvements", in an amount not-to-exceed \$220,985.00 or fiscal year 2011; and

WHEREAS, the Director of Engineering Services recommends that the City Commission award Bid No. IFB 10-012 for construction of the Miramar Athletic Park Lighting Improvements Project to Imperial Electrical Inc., and authorize the City Manager to execute an agreement with Imperial Electrical Inc., in a form as attached as Exhibit "A", in an amount not-to-exceed \$220,985.00, including a construction contingency allowance of \$10,000.00.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA AS FOLLOWS:

Section 1: That the foregoing "**WHEREAS**" clauses are ratified and confirmed as being true and correct and are made a specific part of this Resolution.

Section 2: That Bid No. IFB 10-012 for construction of the Miramar Athletic Park Lighting Improvements Project is awarded to Imperial Electrical Inc. in an amount not-to-exceed \$220,985.00, including a construction contingency allowance of \$10,000.00.

Temp. Reso. No. 4928
12/20/10
1/26/11

Section 3: That the City Manager is authorized to execute an agreement with Imperial Electrical Inc., attached as Exhibit "A", in an amount not-to-exceed 220,985.00, including a construction contingency allowance in the amount of \$ 10,000.00; together with such non-substantial changes as are acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 4: That the appropriate City officials are authorized to do all things necessary and expedient in order to carry out the aims of this Resolution.

Temp. Reso. No. 4928
12/20/10
1/26/11

Section 5: That the Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this _____ day of _____, 2011.

Mayor, Lori C. Moseley

Vice Mayor, Winston F. Barnes

ATTEST:

Yvette M. McLeary, City Clerk

I HEREBY CERTIFY that I have
approved this RESOLUTION
as to form:

City Attorney
Weiss Serota Helfman Pastoriza
Cole & Boniske, P.L.

Requested by Administration

Vice Mayor Winston F. Barnes
Commissioner Alexandra P. Davis
Commissioner Yvonne Garth
Commissioner Troy R. Samuels
Mayor Lori C. Moseley

Voted

Reso. No. _____

EXHIBIT A- CONSTRUCTION AGREEMENT

THIS AGREEMENT is dated on the _____ day of _____ in the year 20____ by
and between _____
City of Miramar, Florida (hereinafter called OWNER) and
_____ (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree
as follows:

ARTICLE 1. WORK.

CONTRACTOR shall complete the Work as specified or indicated under the Bid Schedule(s) of the
OWNER'S Contract Documents entitled:

Miramar Athletic Park-Lighting Improvements City Bid No. 10-012

The Work is generally described as follows:

Site lighting improvements in conformance with the Contract Documents.

ARTICLE 2. CONTRACT TIME.

Time is of the essence in the performance of the work under this Agreement. The commencement date shall be established in the Notice-to-Proceed to be issued by the OWNER. CONTRACTOR shall commence the work within ten **(10) work days** from the commencement date. The work shall be substantially completed within **90 calendar days** after the commencement date given in the Notice-to-Proceed. The date of substantial completion of the work is the date when construction is sufficiently complete, in accordance with the Contract Documents, so that the OWNER can occupy and utilize the work, or designated portions thereof, for the use for which it is intended. All work shall be completed for full acceptance by the OWNER within **100 calendar days** after the commencement date given in the Notice-to-Proceed.

ARTICLE 3. LIQUIDATED DAMAGES.

OWNER and the CONTRACTOR recognize that time is of the essence of this Agreement and that the OWNER will suffer financial loss if the Work is not completed within the time specified in Article 2 herein, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense, and difficulties involved in proving in a legal proceeding the actual loss suffered by the OWNER if the Work is not completed on time.

\\netsrv07\auto\210\Items\174\2431\1911\TR_4928_Exhibit_A-Construction_Agreement.doc

1/27/2011
Miramar Athletic Park-Lighting Improvements

Accordingly, instead of requiring any such proof, the OWNER and the CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) the CONTRACTOR shall pay the OWNER **\$500.00 for each calendar day** that expires after the time specified in Article 2 for substantial completion until substantial completion is achieved, **and \$250.00 for each calendar day** that expires after the time specified in Article 2 for completion for full acceptance is achieved. Liquidated damages are cumulative.

For the purposes of this Contract, regardless of the fact that the contract time is stipulated in work days, default days shall be counted in calendar days.

ARTICLE 4. CONTRACT PRICE.

The CONTRACTOR shall be responsible for reimbursing the City, in addition to liquidated damages, for all costs incurred by the Engineer administering the construction of the project beyond the completion date specified above or beyond an approved extension of time granted to the CONTRACTOR, whichever is later. Such costs shall be deducted from the monies due the CONTRACTOR for performance of WORK under this contract by means of unilateral change orders issued periodically by the City as costs are incurred by the Engineer and agreed by the City. OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents in current funds the amount set forth in the Bid Schedule(s).

ARTICLE 5. PAYMENT PROCEDURES.

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

ARTICLE 6. CONTRACT DOCUMENTS.

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work consist of this Agreement (Pages 00500-1 to 00500-7, inclusive) and the following attachments to this Agreement:

- Notice Inviting Bids
- Instructions to Bidders
- Bid Form including the Bid, Bid Schedule(s), Information Required of Bidder, Bid Bond, and all required certificates and affidavits
- Performance Bond
- Documents
- Payment Bond
- General Conditions

- Supplementary General Conditions
- Technical Specifications as listed in the Table of Contents.
- Drawings as listed in the table of contents/list of drawings.
-
- Addenda, inclusive.
- Change Orders which may be delivered or issued after Effective Date of the Agreement and are not attached hereto.

There are no Contract Documents other than those listed in this Article 6. The Contract Documents may only be amended by Change Order as provided in Article 3 - Paragraph 3.3 of the General Conditions.

ARTICLE 7. ASSIGNMENT:

Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.

No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

OWNER and CONTRACTOR each binds itself, its partners, successors, assign and legal representatives to the other party hereto, its partners, successors, assign and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have caused this Agreement to be executed the day and year first above written.

CITY OF MIRAMAR:

By: _____
City Manager

CONTRACTOR: _____

This ____ day of _____, 20__

ATTEST:

City Clerk

Corporate Seal

Name and Address for giving notices

Luis Lopez, P.E., Director
Office of Operational Services
Engineering Services Department
Construction Management Division
CITY OF MIRAMAR
2200 Civic Center Place
Miramar, Florida 33025

Name and Address for giving notices

Approved as to form and legal sufficiency
for the use of and reliance by the City of
Miramar only:

By: _____
Weiss Serota Helfman Pastoriza
Cole & Boniske, P.L.
City Attorney

Date: _____

STATE OF _____)
)SS:
COUNTY OF _____)

“BE IT RESOLVED THAT _____ (name), as

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Corporation on this _____, day of _____, 20__.

(SEAL)

STATE OF _____)
)SS:
COUNTY OF _____)

(SEAL)

**AGREEMENT CERTIFICATE
(If Joint Venture)**

STATE OF _____)
COUNTY OF _____) **SS:**

I HEREBY CERTIFY that a meeting of the Principals of the _____

(hereinafter "the Joint Venture",)

a Joint Venture under the laws of the State of _____, held on
_____, 20---, the following resolution was duly passed and adopted:

"RESOLVED that, _____ (name), as

_____ (title), of the Joint Venture,

be and is hereby authorized to execute an Agreement by and between the Joint Venture and the City of Miramar, Florida and that his/her execution thereof, attested to by the Managing Partner of the Joint Venture, shall be the official act and deed of the Joint Venture".

I further certify that said resolution is now in full force and effect.

IN WITNESS HEREOF, I have hereunto set my hand this _____, day of _____,
20__.

Managing Partner



**EXHIBIT B - IFB-10-012
BID TABULATION**

City of Miramar Athletic Park-Lighting Improvements

Company Name	Base Bid Price
Imperial Electrical Inc.	220,985.00
Electrical Contracting Service Inc.	228,322.00
Statewide Electrical Services, Inc.	323,623.78
Davco Electrical Contractors Corp.	258,900.00
Itran Partners, Inc.	279,385.00
R&D Electric Inc.	358,370.00
Florida Electric Contracting Service Inc.	343,185.00

Offers listed from the vendors herein are the only offers received timely as of the above opening date and time. All other offers submitted in response to this solicitation, if any, are hereby rejected as late.

EXHIBIT C- LETTER OF RECOMMENDATION FOR CONTRACT AWARD

NORMAN F. BRAY, P.E., INC. . . . CONSULTING ENGINEER

FLORIDA REGISTRATION NUMBER 9978
FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER 1124

2131 HOLLYWOOD BOULEVARD . SUITE 501 . BOULEVARD LANDMARK
HOLLYWOOD, FLORIDA 33020-6753
PHONE: (954) 925-3217 FAX: (954) 925-3247
EMAIL: BRAY501@BELLSOUTH.NET

December 15, 2010

City of Miramar
Attn: Antoine Rabbat, Engineering
2300 Civic Center Place
Miramar, FL 33025

RE: Miramar Athletic Park
Our No. 10067
Miramar Bid No. 1FB-10-012

Dear Mr. Rabbat,

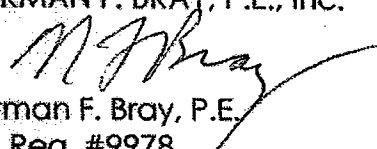
We have reviewed the bids for the lighting upgrade of the park.

We have checked some references and received good reviews.

We recommend 'Imperial Electric, Inc.' who is qualified and the low bidder with a base bid amount of \$220,985 dollars.

Very truly yours,

NORMAN F. BRAY, P.E., Inc.


Norman F. Bray, P.E.
Fla. Reg. #9978

NFB/sc

3.
RESOLUTIONS
February 2, 2011
CITY OF MIRAMAR
PROPOSED CITY COMMISSION AGENDA ITEM

Meeting Date: February 2, 2011

Second Reading Date:

Presenter's Name and Title: Randy Cross, Acting Procurement Director

Temp Reso Number: 4929

Item Description: Temp. Reso. No. 4929, APPROVING AN EXTENSION OF THE CROSSING GUARDS SERVICES AGREEMENT WITH KEMP GROUP INTERNATIONAL CORPORATION THROUGH AUGUST 31, 2011, OR THE END OF 2011 SUMMER SCHOOL CLASSES, WHICHEVER OCCURS FIRST; DECLARING BY A FOUR-FIFTHS (4/5) AFFIRMATIVE VOTE THAT THE PROCESS OF COMPETITIVE BIDDING OR COMPETITIVE PROPOSALS FOR THIS EXTENSION IS NOT IN THE BEST INTEREST OF THE CITY; AUTHORIZING THE CITY MANAGER TO EXECUTE AN APPROPRIATE EXTENSION AGREEMENT. (Acting Procurement Director Randy Cross)

Consent ☐ Resolution ☒ Ordinance ☐ Quasi-Judicial ☐ Public Hearing ☐

Summary Explanation and Background: On February 15, 2006, the City Commission adopted Resolution No. 06-121, approving a Crossing Guards Services Agreement with Kemp Group International Corporation ("Kemp"). The Agreement, which commenced upon completion of execution by both parties, occurring on March 14, 2006, provided for a term of two years with three additional one year renewal options. The Agreement will expire on March 13, 2011, before the end of the current school year. Staff seeks an extension of the Agreement through the remaining school year, including summer school classes, so as not to disrupt the provision of these services to students. City Commission approval is necessary since the cost of the services for the remaining part of the school year exceeds \$50,000. A four-fifths (4/5) affirmative vote declaring that competitive bidding or proposals is not in the City's best interest under the relevant circumstances will exempt the extension agreement from such procedures. Staff intends, in the near future, to issue an appropriate competitive solicitation for the provision of these services commencing with the new school year. Kemp has indicated its willingness to agree to an extension at the same compensation rate presently in effect.

Instructions for the Office of the City Clerk:

Public Notice – As Required by Sec. _____ of the City Code and/or Sec. _____, Florida Statutes, public notice for this item was provided as follows: on _____, in a _____ ad in the _____; by posting the property on _____ and/or by sending mailed notice to property owners within _____ feet of the property on _____. (Fill in all that apply)

Special Voting Requirement – As required by Sec. _____, of the City Code and/or Sec. _____ Florida Statutes, approval of this item requires a _____ (unanimous 4/5ths etc. vote of the City Commission).

Fiscal Impact: Yes ☒ No ☐

REMARKS: Cost for services during the extension period is currently budgeted (Account No.: 001-20-230-521-3997).

Attachments: Exhibit "A": Agt. to Extend Crossing Guards Services Agreement



**CITY OF MIRAMAR
INTEROFFICE MEMORANDUM**

TO: Robert A. Payton, City Manager

FROM: Keith F. Dunn, Chief of Police

DATE: January 20, 2011

RE: Temp. Reso. No. 4929, approving an extension of the current Crossing Guards Services Agreement through August 31, 2011, or the end of 2011 summer school classes, whichever occurs first.

RECOMMENDATION: Staff recommends approval of Temp. Reso No. 4929.

ISSUE: City Commission action is necessary to extend the current Crossing Guards Services Agreement through the rest of the school year and to exempt the extension from competitive bidding requirements.

BACKGROUND: In June, 2005, the City issued Invitation for Bid ("IFB") No. 05-008 seeking a contractor to provide crossing guard services for students within the City's boundaries. On February 15, 2006, the City Commission adopted Resolution No. 06-121 approving a Crossing Guards Services Agreement (the "Agreement") with Kemp Group International Corporation ("Kemp"). The Agreement, which commenced upon completion of execution by both parties, occurring on March 14, 2006, provided for a term of two years with three additional one year renewal options. The cost of the contract was not to exceed \$880,000 for the first two years.

The Agreement, which was inadvertently treated as renewed by the parties after the initial two year term without City Commission action, will expire on March 13, 2011. This expiration falls in the middle of the current school year. Switching the provider of crossing guard services in the middle of the current school year raises operational complications and safety concerns for students. An extension of the contract through August 31, 2011, or the end of 2011 summer school classes, whichever occurs first, would serve to prevent disruption of the provision of these services to students.

City Commission approval is necessary since the cost of the services for the remaining part of the school year exceeds \$50,000. A four-fifths (4/5) affirmative vote declaring that competitive bidding or proposals is not in the City's best interest under the relevant circumstances will exempt the extension from such competitive procedures. Kemp has indicated its willingness to agree to the desired extension at the same compensation rate presently in effect.

Staff intends to issue an appropriate competitive solicitation in the near future related to the provision of these services commencing with the new school year. Accordingly, at the expiration of the requested extension, the contracted school crossing guard services will be assumed by the contractor selected via the upcoming "invitation for bid" process.

If the extension is approved, an agreement extending the contract as indicated, at the current rate of compensation and subject to all other current contract terms and conditions, will be executed by the City and Kemp. A proposed extension agreement is attached to the Resolution as Exhibit "A".

Temp. Reso. No. 4929
12/22/10
1/26/11

**CITY OF MIRAMAR
MIRAMAR, FLORIDA**

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA, APPROVING AN EXTENSION OF THE CROSSING GUARDS SERVICES AGREEMENT WITH KEMP GROUP INTERNATIONAL CORPORATION THROUGH AUGUST 31, 2011, OR THE END OF 2011 SUMMER SCHOOL CLASSES, WHICHEVER OCCURS FIRST; DECLARING BY A FOUR-FIFTHS (4/5) AFFIRMATIVE VOTE THAT THE PROCESS OF COMPETITIVE BIDDING OR COMPETITIVE PROPOSALS FOR THIS EXTENSION IS NOT IN THE BEST INTEREST OF THE CITY; AUTHORIZING THE CITY MANAGER TO EXECUTE AN APPROPRIATE EXTENSION AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in June, 2005, the City issued Invitation For Bid ("IFB") No. 05-008 seeking a contractor to provide crossing guard services for students within the City's boundaries; and

WHEREAS, on February 15, 2006, the City Commission adopted Resolution No. 06-121, approving a Crossing Guards Services Agreement (the "Agreement") with Kemp Group International Corporation ("Kemp"), which Agreement commenced on March 14, 2006, and which provided for a term of two years with three additional one year renewal options, the cost of the contract not to exceed \$880,000 for the first two years; and

WHEREAS, the Agreement will expire on March 13, 2011, which date falls in the middle of the current school year; and

WHEREAS, the switching of the provider of crossing guard services in the middle

Reso. No. _____

Temp. Reso. No. 4929
12/22/10
1/26/11

of the current school year raises operational complications and safety concerns for students; and

WHEREAS, an IFB for school crossing guard services commencing with the next school year is anticipated to be issued by the City in the near future; and

WHEREAS, an extension of the Agreement through August 31, 2011, or the end of 2011 summer school classes, whichever occurs first, would serve to prevent disruption of the provision of these services to students; and

WHEREAS, City Commission approval of this extension is necessary since the cost of the services for the remaining part of the school year exceeds \$50,000; and

WHEREAS, a four-fifths (4/5) affirmative vote declaring that competitive bidding or proposals is not in the City's best interest under the relevant circumstances will exempt the extension from such competitive procedures; and

WHEREAS, City staff recommends that the City Commission approve the extension sought and declare by a four-fifths (4/5) vote, based on the relevant circumstances found, that competitive procedures for this extension are not in the City's best interest; and

WHEREAS, the City Commission deems it to be in the best interest of the citizens and residents of the City to approve the extension of the Crossing Guards Services Agreement through August 31, 2011, or the end of 2011 summer school classes,

Temp. Reso. No. 4929
12/22/10
1/26/11

whichever occurs first, and to declare by a four-fifths (4/5) affirmative vote that, based on the relevant circumstances found, that the use of competitive bidding or proposals is not in the best interest of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA AS FOLLOWS:

Section 1: That the foregoing “**WHEREAS**” clauses are ratified and confirmed as being true and correct and are made as specific part of this Resolution.

Section 2: That the City Commission approves the extension of the current Crossing Guards Services Agreement with Kemp Group International Corporation through August 31, 2011, or the end of 2011 summer school classes, whichever occurs first, and declares by a four-fifths affirmative vote that, based on a finding of the existence of relevant circumstances, the process of competitive bidding or competitive proposals for this extension is not in the best interest of the City.

Section 3: That the City Manager is authorized to execute an appropriate agreement providing for this extension, based on the terms and conditions and compensation rate contained in the current Agreement, in substantial conformity with the extension agreement attached hereto as Exhibit “A”, subject to any non-substantial changes deemed necessary by the City Manager and approved as to form and legal sufficiency by the City Attorney.

Temp. Reso. No. 4929
12/22/10
1/26/11

Section 4: That the appropriate City officials are authorized to do all things necessary and expedient in order to effectuate the execution of the extension agreement and to otherwise carry out the aims of this Resolution.

Section 5: That this Resolution shall be effective immediately upon adoption.

PASSED AND ADOPTED this _____ day of _____, 2011.

Mayor, Lori C. Moseley

Vice Mayor, Winston F. Barnes

ATTEST:

Yvette M. McLeary, City Clerk

I HEREBY CERTIFY that I have
approved this RESOLUTION
as to form:

City Attorney
Weiss Serota Helfman Pastoriza
Cole & Boniske, P.L.

Requested by Administration

Vice Mayor Winston F. Barnes
Commissioner Alexandra P. Davis
Commissioner Yvonne Garth
Commissioner Troy R. Samuels
Mayor Lori C. Moseley

Voted

Reso. No. _____

AGREEMENT TO EXTEND CROSSING GUARDS SERVICES AGREEMENT

This Agreement (the "Extension Agreement") is entered into this ____ day of _____, 2011, between the City of Miramar (hereinafter "City") and Kemp Group International Corporation (aka Kemp Group International, a division of K.C.E. & D. Corporation), (hereinafter "Provider").

RECITALS:

WHEREAS, the City and Provider entered into a Crossing Guards Services Agreement (the "Original Agreement"), executed by both parties on March 14, 2006, for the provision of crossing guard services for school students within the City for a term of two years, with three one-year renewal options; and

WHEREAS, the Original Agreement is scheduled to expire on March 13, 2011; and

WHEREAS, the Miramar City Commission, by the adoption of Resolution No. ____ on February 2, 2011, has approved an extension of the Original Agreement through August 31, 2011, or the end of 2011 summer school classes, whichever occurs first; and

WHEREAS, the City and Provider desire to agree to this extension subject to continuation of all terms and conditions of the Original Agreement, including but not limited to rate and/or amount of compensation.

NOW, THEREFORE, the parties, in consideration of the mutual promises and covenants contained in this Extension Agreement and in the Original Agreement, do agree as follows:

1. The Recitals are true and correct and are incorporated and made a part of this Extension Agreement.

2. The term of the Original Agreement shall be extended through August 31, 2011, or the end of 2011 summer school classes, whichever occurs first.

3. All covenants, terms and conditions contained in the Original Agreement, including but not limited to rate and/or amount of compensation, shall remain in full force and effect through the extended term.

IN WITNESS WHEREOF, the parties hereto have caused this Extension Agreement to be executed by their respective officials duly authorized to execute same, on the dates indicated below.

THE CITY OF MIRAMAR

ATTEST:

By: _____

Robert A. Payton, City Manager

Date: _____

Yvette M. McLeary, City Clerk

Approved as to legal form and sufficiency
for the use of and reliance by the City of
Miramar only:

City Attorney
Weiss Serota Helfman Pastoriza
Cole and Boniske, P.L.

PROVIDER

WITNESS:

By: _____

Print Name: _____

Title: _____

Date: _____

By: _____

Print Name: _____

(CORPORATE SEAL)

4.
RESOLUTIONS
February 2, 2011
CITY OF MIRAMAR
PROPOSED CITY COMMISSION AGENDA ITEM

Meeting Date: February 2, 2011

Second Reading Date:

Presenter's Name and Title: Barbara Hastings, Assistant Finance Director

Temp Reso Number: 4779

Item Description: Temp. Reso. No. 4779, APPROVING THE AWARD OF REQUEST FOR PROPOSAL NO. 10-02-08, "COLLECTION SERVICES", TO MUNICIPAL SERVICES BUREAU TO PROVIDE COLLECTION SERVICES TO THE CITY OF MIRAMAR TO MAXIMIZE THE RECOVERY OF DELINQUENT UTILITY, EMERGENCY MEDICAL SERVICE DEBT, AND OTHER PAST DUE ACCOUNTS; AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH MUNICIPAL SERVICES BUREAU. (Assistant Finance Director, Barbara Hastings)

Consent ☐ Resolution ☒ Ordinance ☐ Quasi-Judicial ☐ Public Hearing ☐

Summary Explanation and Background: The City of Miramar has been experiencing a reduction in its collection rate on amounts owed to the City. In addition, due to the economic environment, this problem has increased significantly over the past two years, causing the amounts owed for emergency medical transport services and utility accounts to increase to \$ 2,000,000 and \$4,000,000, respectively. These amounts only represent accounts older than sixty days. In an effort to ensure fiscal responsibility and improve collections of these and other past due amounts, staff is recommending the use of a collection agency.

Instructions for the Office of the City Clerk: Please return an executed copy of the Contract and Resolution to the Finance Department.

Public Notice – As Required by Sec. _____ of the City Code and/or Sec. _____, Florida Statutes, public notice for this item was provided as follows: on _____, in a _____ ad in the _____; by posting the property on _____ and/or by sending mailed notice to property owners within _____ feet of the property on _____. (Fill in all that apply)

Special Voting Requirement – As required by Sec. _____, of the City Code and/or Sec. _____ Florida Statutes, approval of this item requires a _____ (unanimous 4/5ths etc. vote of the City Commission).

Fiscal Impact: Yes ☒ No ☐

REMARKS: Funding for these services will be based on a 25.75% add on fee, which will be added to the outstanding account balance.

Attachments: 1. RFP No. 10-10-08
2. Form Agreement



**CITY OF MIRAMAR
INTEROFFICE MEMORANDUM**

TO: Robert A. Payton, City Manager

FROM: Celeste Lucia, Finance Director

DATE: October 4, 2010

RE: Temp. Reso. No. 4779, approving the award of Request for Proposal No. 10-02-08, entitled "Collection Services", to Municipal Services Bureau to provide collection services to the City of Miramar to maximize the recovery of delinquent Utility, Emergency Medical Services debt, and other past due accounts.

RECOMMENDATION: The Finance Director recommends City Commission approval of Temp. Reso. No. 4779.

ISSUE: City Commission approval is required for the award of the RFP and authorization for the execution of appropriate contracts.

BACKGROUND: The City of Miramar provides and bills its residents for various types of services. These services are "user based", and include water, sewer and emergency medical transportation. Over the years, the unpaid amounts for these services have increased significantly. In addition, the recent economic downturn has made the problem worse. The past due amounts for balances over sixty days is currently approximately \$6 million.

In an effort to ensure fiscal responsibility and improve timely collections for these delinquent amounts, the City offers various payment plans tailored to the ability of the resident to pay. However, these efforts have failed to produce the results needed to reduce the outstanding amounts. The reduction in collections has impaired the operating budgets of the water/sewer operations and the emergency medical services division. As a result of these revenue shortfalls, costs for the remaining users of these services go up.

Last year, at the Budget Workshop meeting, the City Commission directed staff to issue an RFP for collection services. As a result, staff issued RFP number 10-02-08 for collection services. The City received five sealed proposals, each of which was evaluated by a selection committee comprised of members from four City departments.

Even with the retention of a collection agency, the City will still continue to send out correspondence to the customers and arrange payment plans when requested. Every effort will be made to work with and collect directly from the customer. However, after the staff has exhausted its efforts, the account will then be turned over to the collection agency.

The collection agency will send out a series of three notices once they have established a “good” address through the use of their technology (skip tracing). These notices will be sent at 30 day intervals, and will increase in severity in order to give the customer time to make the payment. The collection agency will also be able to provide payment plans to facilitate the needs of the customer. The collection agency will also place the accounts on their dialer program, which will begin calling accounts with “good” phone numbers.

A collection agency has technology and other tools not available to City staff. Therefore, staff is recommending the use of an outside collections company to enable the City to take advantage of these technologies and to assist in locating debtors, thereby facilitating payment.

Temp. Reso. No. 4779
10/4/10
1/21/11

**CITY OF MIRAMAR
MIRAMAR, FLORIDA**

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA, APPROVING THE AWARD OF REQUEST FOR PROPOSAL NO. 10-02-08, "COLLECTION SERVICES", TO MUNICIPAL SERVICES BUREAU TO PROVIDE COLLECTION SERVICES TO THE CITY OF MIRAMAR TO MAXIMIZE THE RECOVERY OF DELINQUENT UTILITY, EMERGENCY MEDICAL SERVICE DEBT, AND OTHER PAST DUE ACCOUNTS; AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH MUNICIPAL SERVICES BUREAU; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City currently has a high outstanding balance of monies owed for utility bills and emergency transportation fees; and

WHEREAS, the City desires to improve collections and reduce the outstanding balances owed; and

WHEREAS, five sealed proposals were submitted to and received by the City in response to Request for Proposals No. 10-02-08, entitled "Collection Services", which were publicly opened; and

WHEREAS, the Evaluation Committee, made up of City staff from the Fire, Utilities, Community Services, and Finance Departments reviewed the five submitted proposals and presentations, and selected Municipal Services Bureau as the highest scoring, responsive and responsible proposer; and

Reso. No. _____

Temp. Reso. No. 4779
10/4/10
1/21/11

WHEREAS, the Director of Finance recommends that the City Commission award the Collections Service RFP to Municipal Services Bureau, and authorize the City Manager to execute an agreement with Municipal Services Bureau in the form attached hereto as Exhibit "A"; and

WHEREAS, the City Commission deems it to be in the best interest of the citizens and residents of the City of Miramar to award the Collections RFP to Municipal Services Bureau, and to authorize the City Manager to execute the Collections Service Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA AS FOLLOWS:

Section 1: That the foregoing "**WHEREAS**" clauses are ratified and confirmed as being true and correct and are made a specific part of this Resolution.

Section 2: That the Collections Services RFP is awarded to Municipal Services Bureau.

Section 3: The City Manager is authorized to execute the Collections Services Agreement, in the form attached hereto as Exhibit "A", together with such non-substantial changes as deemed appropriate by the City Manager and approved as to form and legal sufficiency by the City Attorney.

Temp. Reso. No. 4779
10/4/10
1/21/11

Section 4: That the appropriate City officials are authorized to do all things necessary and expedient in order to carry out the aims of this Resolution.

PASSED AND ADOPTED this _____ day of _____, 2011.

Mayor, Lori C. Moseley

Vice Mayor, Winston F. Barnes

ATTEST:

Yvette M. McLeary, City Clerk

I HEREBY CERTIFY that I have
approved this RESOLUTION
as to form:

City Attorney
Weiss Serota Helfman Pastoriza
Cole & Boniske, P.L.

Requested by Administration

Vice Mayor Winston F. Barnes
Commissioner Alexandra P. Davis
Commissioner Yvonne Garth
Commissioner Troy R. Samuels
Mayor Lori C. Moseley

Voted

COLLECTION SERVICES AGREEMENT

This Collection Services Agreement (the "Agreement") is made and entered into this ____ day of _____, 2011 (the "Effective Date"), by and between Gila, LLC, d/b/a Municipal Services Bureau, a Texas limited liability company (hereinafter "MSB") with its principal place of business at 6505 Airport Blvd., Suite 100, Austin, Texas 78752, and the City of Miramar, Florida (hereinafter the "City"), who agree as follows:

I. GENERAL IDENTIFICATION OF SERVICES

The following documents are made an integral part of this Agreement and define the Services to be performed:

1. Specifications prepared by the City in its Request for Proposals #10-02-08, Collections Services (the "RFP"); and
2. Proposal Submitted by MSB dated March 2, 2010 (the "Response").

II. DUTIES AND RESPONSIBILITIES/SCOPE OF SERVICES.

A. **Debtor Contact.** MSB will mail notices, telephone and/or otherwise contact those individuals or entities ("Debtors") who the City has identified to MSB as having outstanding and unpaid fees, obligations, fines or similar items payable to the City. MSB's contacts with Debtors will be to attempt to notify Debtors of their obligation(s) to the City. The purpose of the contact is to offer Debtors the opportunity to resolve their obligation(s) voluntarily before the City contemplates further action, if any. With respect to each account referred to MSB by the City, the City will provide to MSB the name and last known address of the Debtor, all information regarding the date(s) of the alleged obligation(s), the date of any judgment that was entered against the Debtor, and the amount of any such obligation(s) for which the City is owed monies by the Debtor. The City, to the extent available, will also supply MSB with any other information about each Debtor, such as driver's license number, social security number and/or telephone number. Unless expressly provided for by the terms of this Agreement, MSB agrees not to use or disclose this information to any third party for any reason. When appropriate and at its sole discretion, MSB may attempt to locate Debtors when the last known address or other information provided by the City is invalid. The information supplied to MSB by the City must be in a format acceptable to MSB and new accounts, if any, shall be provided not less frequently than once every month.

B. **Correct Information.** MSB will rely completely on the City to provide correct information about each Debtor's existing case(s) and, specifically, about any dollar amount in question. The City will immediately notify MSB of any payment or other satisfaction of indebtedness made directly to the City or any other action affecting the amount or timing of monies owed by any Debtor to the City, including the receipt or notification of any Debtor's retention of counsel or the filing or suggestion of bankruptcy by any Debtor.

C. Accounts Returned. The City will allow MSB a minimum of 180 days to contact a Debtor about his/her/its account(s). This time period will begin with the first day of the following month in which the account was referred to MSB. During this 180 day period, the City agrees not to contact Debtors or otherwise attempt to collect monies from those Debtors whose accounts have been referred to MSB, though nothing contained herein shall limit or otherwise restrict the City's ability to accept monies forwarded or otherwise directly paid by any Debtor to the City. Upon written request by the City, MSB will cease contacting a Debtor whose account remains outstanding at the time of the written request. Upon written request by the City, MSB will return any Debtor's account to the City.

D. Debtors Referred to the City. In the event MSB receives a request from a Debtor to resolve their obligation(s) in a method other than by payment (i.e., a notification of bankruptcy or other extenuating circumstances), MSB will refer those Debtors who wish to resolve their obligation(s) with the City other than by payment to the person designated by the City to respond to the Debtor's request.

E. Valid Debts. The City agrees that Debtor accounts placed with MSB for collection will be valid and legally enforceable debts and not disputed or subject to any bankruptcy proceeding unless otherwise disclosed in writing to MSB by the City.

F. Credit Bureaus. The City authorizes MSB to report delinquent accounts to the credit bureau(s) of MSB's choice.

III. COMMISSIONS ON MONIES COLLECTED.

A. Basic Commission Rate. In accordance with applicable Florida law, a fee in the amount of twenty-five and 75/100 percent (25.75%) shall be added by the City to the total amount due from a Debtor for those accounts which are referred to MSB for collection. The City may also instruct MSB to add the 25.75% fee upon MSB's receipt of account information from the City. The City will pay to MSB a commission rate of twenty and 48/100 percent (20.48%) on the total amount of monies collected and/or received for accounts after the date the account is referred to MSB by the Court, regardless of whether payment is accepted directly by the Court or accepted by MSB on the Court's behalf (the "Commission Rate").

With respect to the Basic Commission Rate, by way of example, if a Debtor's original balance is \$100.00, a \$25.75 fee shall be added by the City to the original balance. Thereafter, if MSB collects \$125.75 and MSB's Commission Rate of 20.48% is applied to the account balance, MSB's fee will be \$25.75, regardless of whether payment is accepted directly by MSB, or the City. In this example, after deduction of MSB's commission, the amount due to the City will be \$100.00.

B. Notification of Collections. MSB will notify, in a mutually agreed format, the City daily of any monies it receives from Debtors towards payments of obligations due and owing to the City. By the fifteenth of each month, MSB will provide detailed reporting to the City to identify all accounts known to be resolved during the prior month and to remit monies collected on the City's behalf. MSB makes no warranties or representations, expressed or implied, about the amount of funds that will be collected and MSB shall have no liability for any

amounts uncollected. The only liability of MSB will be to forward any funds collected to the City, subject to MSB retaining its commission amount (as set forth above), which the City authorizes MSB to deduct from monies received and collected by MSB in advance of forwarding the remaining funds to the City. Any amount that is subject to correction, adjustment or recall from all monies received by MSB (i.e., NSF's) shall be withheld by MSB from all monies received by MSB before the net, remaining funds balance is sent by MSB to the City. The City authorizes MSB to endorse negotiable instruments made payable to the City and provided to MSB for payment of monies collected and to deduct commissions due on those monies paid directly to MSB from amounts collected by MSB.

C. For funds collected directly by the City on Debtor accounts referred to MSB, the City will notify MSB as soon as possible, but not less than weekly, and MSB will invoice the City for the commission due to MSB. MSB shall submit periodic invoices for the goods and services provided to: The City of Miramar, ATTN: Accounts Payable, 2300 Civic Center Place, Miramar, Florida 33025. The City agrees to review the invoice and forward payment to MSB within 30 days of receipt of the invoice. Should a payment of commission due under this Agreement not be made to MSB within 45 days after the City's receipt of MSB's invoice and the City fails to provide a written dispute as to any particular account or the amount due and owing under the invoice, MSB shall be entitled to immediately offset any amount due and then owing to MSB from monies due to be forwarded to the City to satisfy any outstanding amount then due and owing to MSB.

IV. TERM AND TERMINATION.

A. Term. The term of this Agreement will commence on its Effective Date and shall remain in effect for a period of two (2) years from the Effective Date or until terminated by the City as set forth herein. The City will, at its sole discretion, have the option of extending this Agreement for three (3) additional three (1) year period(s) as may be specified herein.

B. Option to Renew the Period of Performance. The prices agreed to as a result of this Agreement shall prevail for a two (2) year period from the effective date of this Agreement, at which time the City shall have the option to renew for three (3) additional one (1) year periods, on a year to year basis. Continuation of this Agreement beyond the initial two (2) year period is a prerogative of the City, and not a right of MSB. This prerogative will only be exercised when such continuation is clearly in the best interest of the City. Should the City exercise its option to renew, it shall be only for the Services agreed to in this Agreement.

C. Termination.

1. The City shall have the right to terminate this Agreement, in its sole discretion, at any time, by giving written notice to MSB at least five (5) business days prior to the effective date of such termination. In such event, the City shall pay to MSB compensation for Services rendered prior to the effective date of termination. In no event shall the City be liable to MSB for any additional compensation, other than that provided herein, or for any consequential or incidental damages.

2. The City shall have the right to terminate this Agreement, without notice to MSB, upon the occurrence of an event of default hereunder. In such event, the City shall not be obligated to pay any amounts to MSB and MSB shall reimburse to the City all amounts received while MSB was in default under this Agreement.

D. Default. If MSB fails to comply with any term or condition of this Agreement, or fails to perform any of its obligations hereunder, then MSB shall be in default. Upon the occurrence of a default hereunder, the City, in addition to all remedies available to it by law, may immediately, upon written notice to MSB, terminate this Agreement whereupon all payments, advances, or other compensation paid by the City to MSB while MSB was in default shall be immediately returned to the City. MSB understands and agrees that termination of this Agreement under this section shall not release MSB from any obligation accruing prior to the effective date of termination. Should MSB be unable or unwilling to commence to perform the Services within the time provided or contemplated herein, then, in addition to the foregoing, MSB shall be liable to the City for all expenses incurred by the City in preparation and negotiation of this Agreement, as well as all costs and expenses incurred by the City in the re-procurement of the Services, including consequential and incidental damages.

V. OTHER PROVISIONS.

A. Indemnification by MSB. MSB shall indemnify, defend and hold harmless the City and its officials, employees and agents (collectively referred to as "Indemnitees") and each of them from and against all loss, costs, penalties, fines, damages, claims, expenses (including attorney's fees) or liabilities (collectively referred to as "Liabilities") by reason of any injury to or death of any person or damage to or destruction or loss of any property arising out of, resulting from, or in connection with (i) the performance or non-performance of the services contemplated by this Agreement which is or is alleged to be directly or indirectly caused, in whole or in part, by any act, omission, default or negligence (whether active or passive) of MSB or its employees, agents or subcontractors (collectively referred to as "MSB"), regardless of whether it is, or is alleged to be, caused in whole or part (whether joint, concurrent or contributing) by any act, omission, default or negligence (whether active or passive) of the Indemnitees, or any of them or (ii) the failure of the MSB to comply with any of the paragraphs herein or the failure of the MSB to conform to statutes, ordinances, or other regulations or requirements of any governmental authority, federal or state, in connection with the performance of this Agreement. MSB expressly agrees to indemnify and hold harmless the Indemnitees, or any of them, from and against all liabilities which may be asserted by an employee or former employee of MSB, or any of its subcontractors, as provided above, for which the MSB's liability to such employee or former employee would otherwise be limited to payments under state Workers' Compensation or similar laws.

B. Compliance with Applicable Law. MSB agrees to comply with all applicable Federal, state, county and local laws, ordinances, regulations and codes in the performance of its services and obligations under this Agreement, including, but not limited to, the procurement of all required licenses and certificates where required and payment of applicable taxes. MSB represents and warrants to the City that: (i) it possesses all qualifications, licenses and expertise required for the performance of the Services; (ii) it is not delinquent in the payment of any sums

due the City; (iii) all personnel assigned to perform the Services are and shall be, at all times during the term hereof, fully qualified and trained to perform the tasks assigned to each; and (iv) the Services will be performed in the manner described in MSB's Response to the RFP.

C. Insurance. MSB shall furnish to the City of Miramar, Manager, Risk Management Division, 2300 Civic Center Place, Miramar, Florida 33025, certificates of insurance which indicate that insurance coverage has been obtained which meets the requirements in the RFP.

D. Applicable Law. This Agreement will be construed in accordance with the laws of the State of Florida. Any legal actions filed pursuant to this Agreement shall be brought in the circuit court of the 17th Judicial Circuit, Broward County, Florida.

E. Force Majeure. No party shall be liable for any failure to perform its obligations in connection with any action described in this Agreement, if such failure results from any act of God, riot, war, civil unrest, flood, earthquake, or other cause beyond such party's reasonable control (including any mechanical, electronic, or communications failure, but excluding failure caused by a party's financial condition or negligence).

F. Accident Prevention and Regulations. Precautions shall be exercised at all times for the protection of persons and property. MSB shall conform to all OSHA, Federal, State, County, and City regulations while performing under the terms and conditions of this Agreement. Any fines levied by the above-mentioned authorities because of inadequacies to comply with these requirements, shall be borne solely by the MSB responsible for the same.

G. Ownership of Documents. MSB understands and agrees that any information, document, report or any other material whatsoever which is given by the City to MSB or which is otherwise obtained or prepared by MSB pursuant to or under the terms of this Agreement is and shall at all times remain the property of the City. MSB agrees not to use any such information, document, report or material for any other purpose whatsoever without the written consent of the City, which may be withheld or conditioned by the City in its sole discretion.

H. Audit and Inspection Rights.

1. The City may, at its sole cost and at reasonable times for a period of up to three (3) years following the date of final performance of Services by MSB under this Agreement, audit, or cause to be audited, those books and records of MSB which are related to MSB's performance under this Agreement. MSB agrees to maintain all such books and records at its principal place of business for a period of three (3) years after final payment is made under this Agreement.
2. The City may, at reasonable times during the term hereof, inspect MSB's facilities and perform such inspections, as the City deems reasonably necessary, to determine whether the services required to be provided by MSB under this Agreement conform to the terms hereof and/or the terms of the Solicitation Documents, if applicable. MSB shall make available to the City all reasonable facilities and assistance to facilitate the performance of inspections by the City's representatives. All inspections

shall be subject to, and made in accordance with, the provisions of the Code of the Broward County, Florida, as same may be amended or supplemented, from time to time.

I. Notices. Notices required or otherwise arising from this Agreement shall be sent the following:

Notices to MSB:	Municipal Services Bureau 6505 Airport Blvd., Suite 100 Austin, Texas 78752 Attention: Bruce Cummings
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Notices to the City:	City of Miramar, Florida 2300 Civic Center Place Miramar, Florida 33025 Attention: Procurement Manager
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J. Public Records. MSB understands that the public shall have access, at all reasonable times, to all documents and information pertaining to City contracts, subject to the provision of Chapter 119, Florida Statutes, and agrees to allow access by the City and the public to all documents subject to disclosure under applicable law. MSB's failure or refusal to comply with the provisions of this section shall result in the immediate cancellation of this Agreement by the City.

K. Nondiscrimination. MSB represents and warrants to the City that MSB does not and will not engage in discriminatory practices and that there shall be no discrimination in connection with MSB's performance under this Agreement on account of race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for delivery of services. MSB further covenants that no otherwise qualified individual shall, solely by reason of his/her race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for delivery of services, be excluded from participation in, be denied services, or be subject to discrimination under any provision of this Agreement.

L. Assignment. This Agreement shall not be assigned by MSB, in whole or in part, without the prior written consent of the City, which may be withheld or conditioned, in the City's sole discretion.

M. Title and paragraph headings are for convenient reference and are not a part of this Agreement.

N. No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and nowaiver shall be effective unless made in writing.

O. Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida or the City of Miramar, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect or limitation of its use.

P. This Agreement constitutes the sole and entire agreement between the parties hereto. No modification or amendment hereto shall be valid unless in writing and executed by property authorized representatives of the parties hereto.

Q. Successors and Assigns. This Agreement shall be binding upon the parties hereto, their heirs, executors, legal representatives, successors, or assigns.

R. Independent Contractor. MSB has been procured and is being engaged to provide services to the City as an independent contractor, and not as an agent or employee of the City. Accordingly, MSB shall not attain, nor be entitled to, any rights or benefits of the City, nor any rights generally afforded classified or unclassified employees. MSB further understands that Florida Workers' Compensation benefits available to employees of the City are not available to MSB.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the Effective Date.

ATTEST:

THE CITY OF MIRAMAR

By: _____
Yvette M. McLeary, City Clerk

By: _____
Robert Payton, City Manager

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY FOR THE USE
OF AND RELIANCE BY THE CITY OF
MIRAMAR ONLY:

Date: _____

City Attorney
Weiss Serota Helfman
Pastoriza Cole & Boniske, P.L.

WITNESS:

**GILA, LLC d/b/a
MUNICIPAL SERVICES BUREAU**

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Date: _____

REQUEST FOR PROPOSALS

**COLLECTION SERVICES
RFP #10-02-08**



The City of Miramar Commission:

**Mayor Lori Cohen Moseley
Commissioner Winston F. Barnes
Commissioner Yvonne Garth
Commissioner Troy R. Samuels
Commissioner Barbara Sharief**

**Robert Payton, City Manager
The City of Miramar
2300 Civic Center Place
Miramar, FL 33025**

DATE ISSUED: TUESDAY, FEBRUARY 2ND, 2010

CLOSING DATE: TUESDAY, MARCH 2ND, 2010, AT 2:00 PM

**THIS ITEM IS AVAILABLE FOR REVIEW
IN THE CITY CLERK'S OFFICE**

5.a
CITY MANAGER REPORTS
February 2, 2011
CITY OF MIRAMAR
PROPOSED CITY COMMISSION AGENDA ITEM

Meeting Date: February 2, 2011

Second Reading Date: N/A

Presenter's Name and Title: Robert A. Payton, City Manager

Temp Reso Number: 4931

Item Description: Temp. Reso. #R4931 SUPPORTING FIRST LADY MICHELLE OBAMA'S "LET'S MOVE CITIES AND TOWNS" CAMPAIGN AGAINST CHILDHOOD OBESITY. (City Manager Robert A. Payton)

Consent ☐ Resolution ☒ Ordinance ☐ Quasi-Judicial ☐ Public Hearing ☐

Summary Explanation and Background:

Instructions for the Office of the City Clerk:

Public Notice – As Required by Sec. _____ of the City Code and/or Sec. _____, Florida Statutes, public notice for this item was provided as follows: on _____, in a _____ ad in the _____; by posting the property on _____ and/or by sending mailed notice to property owners within _____ feet of the property on _____. (Fill in all that apply)

Special Voting Requirement – As required by Sec. _____, of the City Code and/or Sec. _____ Florida Statutes, approval of this item requires a _____ (unanimous 4/5ths etc. vote of the City Commission).

Fiscal Impact: Yes ☐ No ☒

REMARKS:

Attachments:

Temp. Reso. No. 4931
02/01/11

**CITY OF MIRAMAR
MIRAMAR, FLORIDA**

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
MIRAMAR, FLORIDA, SUPPORTING FIRST LADY MICHELLE
OBAMA'S "LET'S MOVE CITIES AND TOWNS" CAMPAIGN AGAINST
CHILDHOOD OBESITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, over the past three decades, childhood obesity rates in America have tripled, and today, nearly one in three children in America are overweight or obese; one-third of all children born in 2000 or later will suffer from diabetes at some point in their lives, and many others will face chronic obesity-related health problems like heart disease, high blood pressure, cancer and asthma, the health care costs of such diseases being estimated at \$147 billion per year; and

WHEREAS, in January 2010, First Lady Michelle Obama launched the "Let's Move!" campaign to create awareness, to prevent and to solve the epidemic of childhood obesity within a generation by putting in place "common sense, innovative solutions that empower families and communities to make healthy decisions for their kids"; and

WHEREAS, the Florida League of Mayors supports the Let's Move! Campaign headed by the First Lady of the United States, the President's Task Force on Childhood Obesity and Secretary of Health and Human Services' in an effort to solve the challenge of childhood obesity within a generation; and

Reso. No. _____

WHEREAS, the Florida League of Mayors has partnered with the Healthy Eating Active Living Cities Campaign to provide training and technical assistance to help city officials adopt policies that improve their communities' physical activity and retail food environments; and

WHEREAS, in June, 2010, the "Let's Move Cities and Towns" component of the "Let's Move!" campaign was launched whereby local officials were encouraged to adopt a long-term sustainable and holistic approach to fight childhood obesity in their communities, recognizing that every city or town is different and will require a distinct approach; and

WHEREAS, Let's Move Cities and Towns asks local communities to support the Let's Move Initiative and its four areas of focus: helping parents make healthy family choices; creating healthy schools; providing access to healthy and affordable food; and promoting physical activity; and

WHEREAS, many local communities have adopted policies, programs and ordinances that promote healthy lifestyles by making their communities walkable, promoting youth and senior activities, eliminating the sale of junk food in government facilities, providing incentives for the sale of fresh produce in depressed neighborhoods, and providing exercise activities for their residents; and

WHEREAS, the City of Miramar supports policies that focus on health and wellness, continuing education and healthier lifestyles in all communities; and

WHEREAS, the City Commission believes that there are important long-term community benefits to be gained from encouraging healthy lifestyles, including a decrease in the rate of childhood obesity and its negative health-related impacts; and

WHEREAS, cities and other community partners can work together to understand the relationship between obesity, land-use policies, redevelopment and community planning, and to ensure that there are safe places for their residents to be active such as parks, ball fields, pools, gyms and recreation centers; and

WHEREAS, access to healthy foods has a direct impact on the overall health of our community and planning for fresh food, open space, sidewalks and parks should be a priority; and

WHEREAS, the City Commission of the City of Miramar supports the Let's Move Cities and Towns campaign headed by the First Lady of the United States, the President's Task Force on Childhood Obesity and the Secretary of Health and Human Services in an effort to solve the challenge of childhood obesity within a generation, and deems it to be in the best interest of the citizens and residents of the City to do so.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA AS FOLLOWS:

Section 1. That the foregoing **WHEREAS** clauses are ratified and confirmed as being true and correct and are made a specific part of this Resolution.

Section 2. That the City Commission supports preventative measures to fight obesity as set forth by the First Lady of the United States in the “Let’s Move Cities and Towns” campaign.

Section 3. That the City Commission supports efforts to help parents make healthy family choices; create healthy schools; provide access to healthy and affordable food and promote physical activity.

Section 4. That the appropriate city officials are authorized to take all actions deemed necessary to effectuate the intent of this Resolution.

Temp. Reso. No. 4931
02/01/11

Section 5. That this Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED this _____ day of _____, _____

Mayor, Lori C. Moseley

Vice Mayor, Winston F. Barnes

ATTEST:

Yvette M. McLeary, City Clerk

I HEREBY CERTIFY that I have
approved this RESOLUTION
as to form:

City Attorney
Weiss Serota Helfman Pastoriza
Cole & Boniske, P.L.

Requested by Administration

Vice Mayor Winston F. Barnes
Commissioner Alexandra P. Davis
Commissioner Yvonne Garth
Commissioner Troy R. Samuels
Mayor Lori C. Moseley

Voted

